

Electronically Recorded

Official Public Records

Mary Louise Garcia

Mary Louise Garcia

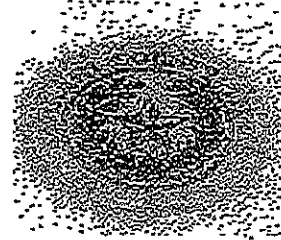
Tarrant County Texas

3/16/2011 10:50 AM

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PGS 3 \$24.00

Submitter: ACS



**DALE PROPERTY SERVICES, LLC
ATTN: RECORDING TEAM
500 TAYLOR ST. STE 600
FORT WORTH, TEXAS 76102**

Submitter: DALE PROPERTY SERVICES, LLC

**MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401**

DO NOT DESTROY

WARNING - THIS IS PART OF THE OFFICIAL RECORD

**ELECTRONICALLY RECORDED
BY ACS ERXCHANGE**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RATIFICATION, REVIVOR, AMENDMENT, AND EXTENSION OF OIL AND
GAS LEASE

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF TEXAS

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COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **Ruben T. Lehrmann, a married person**, whose address is **625 Fay Blvd., Fort Worth, Texas 76120** ("Lessor") executed that certain Oil and Gas Lease dated **December 13th, 2007**, unto **Paloma Barnett, LLC**, ("Lessee"), which is recorded in Document Number **D208065714** of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, the Subject Lease has been included in the following conveyances:

WHEREAS, the Lease was assigned from Paloma Barnett, LLC. to Chesapeake Exploration, L.L.C. ("Chesapeake") by Conveyance recorded as **D208127878** of the Official Public Records of Tarrant County, Texas;

WHEREAS, TOTAL E&P USA, INC., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the Memorandum by Assignment, Bill of Sale and Conveyance, recorded as Document No. **D210079808** of the Official Public Records of Tarrant County, Texas; and,

WHEREAS, Grantees and Assignees are collectively referred to herein as ("Lessee");

WHEREAS, Lessor and Lessee declare the Lease to have expired under its terms; and,

WHEREAS, it is the desire of the Lessor and Lessee to revive, adopt, ratify and confirm the Lease, notwithstanding its prior termination, for new consideration paid to and accepted by Lessor as adequate;

WHEREAS, Lessor and Lessee now desire to amend the Lease by extending the primary term of the Lease by an additional five (5) years as hereinafter set forth;

WHEREAS, Paragraph 2 of the Lease reads as follows, to-wit:

"2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder."

NOW THEREFORE, it is the desire of the above parties to delete this paragraph of the Lease as referenced above. It is also the desire of the parties that the corrected Paragraph 2 will be as follows:

"2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of eight (8) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify, revive, and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

This instrument may be executed in counterparts and each of which as so executed shall be given the effect of the execution of the original instrument. If the counterparts of this instrument are executed, the signatures and acknowledgments of the parties, as affixed hereto, may be combined in, and treated and given effect for all purposes as a single instrument.

Executed on the 3 day of March 2011, but for all purposes made effective as of the 13th day of December, 2007 regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:

Ruben T. Lehrmann

By: Ruben T. Lehrmann

Donna Lehrmann

By: Donna Lehrmann

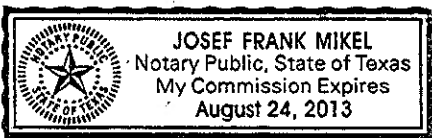
ACKNOWLEDGEMENT

THE STATE OF TEXAS

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COUNTY OF Tarrant

This instrument was acknowledged before me on this the 3 day of March, 2011
by Ruben T. Lehrmann.



J. F. Mikel
Notary Public, State of TEXAS

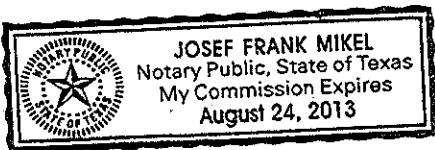
ACKNOWLEDGEMENT

THE STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on this the 3rd day of March, 2011
by Donna Lehrmann.



J. F. Mikel
Notary Public, State of TEXAS